



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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P.O. BOX 1460  
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June 17, 2004

IN REPLY PLEASE

REFER TO FILE: PD-5

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**LOS ANGELES COUNTY TOKEN PROGRAM  
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
DISCRETIONARY GRANT FUNDS  
ALL SUPERVISORIAL DISTRICTS  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Accept \$700,000 in grant funds from the Los Angeles County Metropolitan Transportation Authority for the Los Angeles County Token Program costs to be incurred in Fiscal Year 2004-05.
2. Authorize the Director of Public Works, or his designee, to take appropriate actions as necessary including negotiating and executing a memorandum of understanding and any necessary amendments, certifications, and any other required documents on behalf of the County of Los Angeles for the subject grant program with the Los Angeles County Metropolitan Transportation Authority after approval as to form by County Counsel.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to accept \$700,000 in grant funds from the Los Angeles County Metropolitan Transportation Authority (MTA) for the Los Angeles County Token Program and delegate authority to the Director of Public Works, or his designee, to negotiate and execute an agreement with the MTA for receipt of these funds.

The Los Angeles County Token Program is a County of Los Angeles Department of Public Social Services transportation program, which provides transportation subsidies in the form of bus tokens and passes to eligible General Relief clients. Token warrants and passes are issued to eligible General Relief clients who redeem them for tokens or passes at the Department of Public Social Services offices and approved vendor outlets. This project benefits these General Relief clients in all cities and the unincorporated areas of the County of Los Angeles by providing transportation to training and job search activities as well as transportation for their first month of employment.

On August 26, 1999, the MTA Board approved an annual amount of \$700,000 in Proposition C Discretionary funding for this project for five years, Fiscal Years 1999-2000 through 2003-04. At this time, the MTA Board will provide an additional \$700,000 in grant funds to help the County continue this project for Fiscal Year 2004-05.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County's Strategic Plan Goal of Fiscal Responsibility by seeking grant funds to supplement limited County funding available for transit services.

### **FISCAL IMPACT/FINANCING**

Acceptance of the additional grant funds from the MTA will make \$700,000 available to the County for Fiscal Year 2004-05, which will help offset the total annual cost of \$2,000,000 for the Los Angeles County Token Program. The remaining \$1,300,000 will be financed from each Supervisorial Districts' allocation of Proposition A Local Return Transit funds available in the Transit Enterprise Fund administered by Public Works. The total project cost of \$2,000,000 is included in the Fiscal Year 2004-05 Proposition A Local Return Transit fund.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Los Angeles County Token Program meets the transportation needs of eligible General Relief clients in all cities and the unincorporated areas of the County of Los Angeles. It is a cost-effective solution to provide transportation to a widely dispersed segment of the client population to help them return to the workforce.

On July 11, 2000, your Board approved guidelines to be followed when accepting grants of \$100,000 or more. These guidelines include a requirement that the County

The Honorable Board of Supervisors  
June 17, 2004  
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departments prepare a Grant Management Statement for your review prior to carrying out the activities covered under this grant. Accordingly, enclosed is the Grant Management Statement for this grant for your review.

This action authorizes the Director of Public Works, or his designee, to execute a grant agreement substantially similar to the memorandum of understanding presented in Attachment A and any amendments for and on behalf of the County of Los Angeles after approval as to form by County Counsel.

#### **ENVIRONMENTAL DOCUMENTATION**

We have reviewed the above-referenced program and determined that this action does not constitute a project as defined under Section 15378 of the California Environmental Quality Act. This action will not result in the direct or indirect physical change of the environment.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This action will provide grant funds to finance a portion of the costs incurred to provide service to residents of the County of Los Angeles.

#### **CONCLUSION**

Upon approval, please return two approved copies of this letter to Public Works.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

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Enc.

cc: Chief Administrative Office  
County Counsel

# Los Angeles County Chief Administrative Office

## Grant Management Statement for Grants \$100,000 or More

<b>Department:</b> Public Works		
<b>Grant Project Title and Description</b>		
Los Angeles County Token Program		
<b>Funding Agency</b>	<b>Program (Fed. Grant #/State Bill or Code #)</b>	<b>Grant Acceptance Deadline</b>
MTA	MOU POLACTPI	July 1, 2004
<b>Total Amount of Grant Funding: \$700,000</b>		<b>County Match: \$1,300,000</b>
<b>Grant Period: One year</b>	<b>Begin Date: 7-01-2004</b>	<b>End Date: 6-30-2005</b>
<b>Number of Personnel Hired Under This Grant: n/a</b>	<b>Full Time: n/a</b>	<b>Part Time: n/a</b>
<b><u>Obligations Imposed on the County When the Grant Expires</u></b>		
Will all personnel hired for this program be informed this is a grant-funded program?	N/A	No <input type="checkbox"/>
Will all personnel hired for this program be placed on temporary ("N") items?	N/A	No <input type="checkbox"/>
Is the County obligated to continue this program after the grant expires?	N/A	No <input type="checkbox"/>
If the County is not obligated to continue this program after the grant expires, the Department will:	N/A	
a.) Absorb the program cost without reducing other services	N/A	No <input type="checkbox"/>
b.) Identify other revenue sources (describe below)	N/A	No <input type="checkbox"/>
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	N/A	No <input type="checkbox"/>
<b>Impact of additional personnel on existing space:</b>		
<b>Other requirements not mentioned above:</b>		

Department Head Signature \_\_\_\_\_

Date: \_\_\_\_\_

**PROPOSITION C  
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and entered into as of July 1, 1999, <sup>1999</sup>~~2000~~, *DFR* by and between the Los Angeles County Metropolitan Transportation Authority ("MTA") and the County of Los Angeles Department of Public Works ("Grantee") for the Los Angeles County Token Program for the Indigent (the "Project").

WHEREAS, the MTA Board, at its August 26, 1999 meeting, authorized a grant to Grantee, subject to the terms and conditions contained in this MOU.

NOW, THEREFORE, the parties hereby agree as follows:

**1      TERM.**

- 1.1      The term of this MOU is for five years and can be terminated by either party on 30 days prior written notice unless terminated earlier as provided herein.

**2      FUNDING.**

- 2.1      To the extent the funds (the "Funds") are available, MTA shall make to Grantee a one-time grant of the Funds in the annual amount of \$700,000 for a total grant amount of \$3,500,000 for the Project. MTA Board action of August 26, 1999 programmed the Funds to Grantee for the Project for five years, Fiscal Years (FY) 1999-00 through 2003-04. However, Funds are approved for FY 1999-00 only as provided in Attachment A. For each subsequent Fiscal Year, MTA Board approval, through the adoption of the MTA annual budget, will be required prior to those Funds being allocated to Grantee. If the MTA Board fails to approve the annual allocation of Funds in the MTA annual budget, MTA shall have no obligations to provide the Funds for that fiscal year. Further, if the MTA Board approves a change in the annual amount of the Funds, such change shall be reflected in a written amendment executed by the parties.
- 2.2      This grant shall be paid in accordance with the Financial Plan (Attachment B). All disbursements of Funds shall be considered an estimate subject to adjustment based on Quarterly Cost Certification reports (as specified in Section 5.1 of this MOU) and MTA audit results.

**3.      INVOICE BY GRANTEE.**

- 3.1      Unless otherwise stated in this MOU, the Quarterly Cost Certification Reports, as described in Section 5.1 of this MOU, shall satisfy MTA invoicing requirements.

4. **USE OF FUNDS.**

- 4.1 Grantee shall utilize the Funds to support the Los Angeles County Token Program for the Indigent (the "Project") as described in the Scope of Work and in accordance with the most recently adopted MTA Proposition C Guidelines (the "Guidelines"). The Funds, as granted under this MOU, can only be used towards the completion of this Scope of Work.
- 4.2 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this MOU.

5. **REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS.**

- 5.1 Grantee shall submit Quarterly Cost Certification reports on the last day of the months of October, January, April, and July. Should Grantee fail to submit such reports within 10 days of the due date, MTA may withhold, at its sole discretion, the Funds from Grantee. MTA will reconcile Quarterly Cost Certification reports to Funds disbursements on a quarterly basis. All disbursements shall be considered an estimate subject to adjustment based on this reconciliation. Future disbursement of Funds may be reduced and/or delayed if actual Project costs, as provided in the Quarterly Cost Certification reports, are significantly less than Fund disbursements.
- 5.2 MTA, and/or its designee, shall have the right to conduct financial and compliance audits of the Project. Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with generally accepted accounting principles. The Grantee shall reimburse MTA for any expenditures not in compliance with the Scope of Work and/or not in compliance with other terms and conditions as defined by this MOU.

6. **SOURCES AND DISPOSITION OF FUNDS.**

- 6.1 If the funds identified in Attachment A are insufficient to complete the Project, Grantee agrees to secure and provide such additional funds necessary to complete the Project, unless otherwise agreed to in writing by the parties.
- 6.2 Grantee shall be responsible for any and all cost overruns for the Project.

7. **DEFAULT.**

- 7.1 A Default under this MOU is defined as any one or more of the following: (i) Grantee fails to comply with the terms and conditions contained herein; or (ii) Grantee makes a material change, as determined by MTA at its sole discretion, to the Financial Plan, the Scope of Work, or the Programmed Budget without MTA's prior written consent or approval as provided herein.

Grantee, or its officers, agents, employees or subcontractors; (ii) breach of the Grantee's obligations under this MOU; or (iii) any act or omission of the Grantee, or its officers, agents, employees or subcontractors in the performance of the work or the provision of the services, including, without limitation, the Scope of Work, described in this MOU.

- 9.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOU.
- 9.6 Grantee shall comply with and insure that work performed under this MOU is done in compliance with all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and the applicable requirements and regulations of the MTA. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations and MTA requirements including any amendments thereto. The terms of such federal, state, or local laws and regulations and MTA requirements are applicable to this MOU to the maximum extent feasible, unless otherwise provided for in writing by the MTA.
- 9.7 Grantee agrees that the requirements of this MOU shall be included, as applicable, in every subcontract entered into by Grantee and its contractors relating to work performed under this MOU.
- 9.8 Grantee shall not assign this MOU, or any part thereof, without written consent and prior approval of the MTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.
- 9.9 This MOU shall be governed by California law. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- 9.10 The covenants and agreements of this MOU shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.
- 9.11 Notice will be given to the parties at the address specified below unless otherwise notified in writing of change of address.

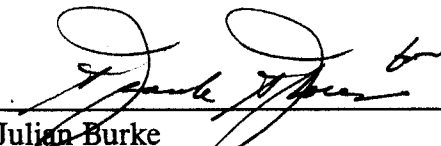
MTA's Address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

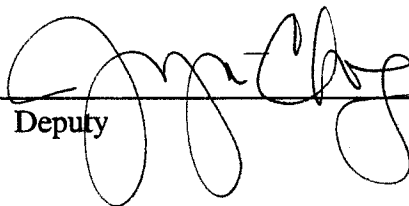
MTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:  \_\_\_\_\_  
Julian Burke  
Chief Executive Officer  
Date \_\_\_\_\_

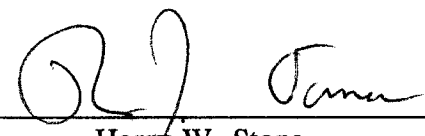
APPROVED AS TO FORM:

Lloyd W. Pellman  
County Counsel

By:  \_\_\_\_\_  
Deputy  
Date 9/8/00

GRANTEE:

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

By:  \_\_\_\_\_  
For Harry W. Stone  
Director  
Date 9-21-00

# Los Angeles County Token Program for the Indigent

# Memorandum of Understanding (MOU)

## PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	FY 1999-2000	FY 2000-01	FY 2001-02	FY 2002-03	FY 2003-04	TOTAL BUDGET	% OF BUDGET
MTA Programmed Funds:							
Proposition C 10% .....							
Proposition C 25% .....							
Proposition C 40%	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$3,500,000	100.0%
Grantee Funding Commitment (specify type)							
TOTAL PROGRAMMED BUDGET	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$3,500,000	100.0%

# ATTACHMENT B

Los Angeles County Token Program for the Indigent

## TIP Call for Projects - Memorandum of Understanding (MOU)

### FINANCIAL PLAN

SOURCES OF FUNDS	SHEET 1 SUBTOTAL	FY 2001-02 QTR 1	FY 2001-02 QTR 2	FY 2001-02 QTR 3	FY 2001-02 QTR 4	FY 2002-03 QTR 1	FY 2002-03 QTR 2	FY 2002-03 QTR 3	FY 2002-03 QTR 4	SHEET 2 SUBTOTAL	FUTURE REQUEST
LOCAL											
Proposition C 5%											
Proposition C 10%											
Proposition C 25%											
Proposition C 40%	\$1,400,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$2,800,000	\$700,000
Local Match											
Other (Specify Source)											
STATE											
STIP											
Other (Specify Source)											
FEDERAL											
CMAQ											
RSTP											
FTA 5307 (Section 9)											
FTA Section 3											
Other (Specify Source)											
TOTAL BUDGET	\$1,400,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$2,800,000	\$700,000